

# EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ALABAMA  
SOUTHERN DIVISION**

<b>KAREN PARSONS,</b>	)	
	)	
<b>Plaintiff,</b>	)	
	)	<b>CIVIL ACTION NO.:</b>
<b>v.</b>	)	
	)	<b>2:09-cv-267-AKK</b>
<b>BRIGHTHOUSE NETWORKS,</b>	)	
<b>LLC</b>	)	
	)	
<b>Defendant.</b>	)	

**SETTLEMENT AGREEMENT**

1. This Settlement Agreement is to fully and finally settle the case styled *Parsons v. Bright House Networks, Inc.*, in the United States District Court for the Northern District of Alabama, Case No. 2:09-cv-00267-AKK.

2. The class will be defined as all persons in the United States who subscribed to Bright House Networks, LLC (“BHN”) for digital cable and paid BHN a monthly rental fee for an accompanying set-top box during the period February 2005 through the date of preliminary approval (“Settlement Class”). Excluded from the Settlement Class are the following:

- Counsel for Plaintiff;
- BHN officers, directors and/or employees, any entity in which BHN has a controlling interest, and the affiliates, legal representatives, attorneys, heirs or assigns of BHN;
- Any federal, state or local governmental agency; and
- The Court and the Court’s immediate family members and staff.

3. The scope of the included release will cover the §1 Sherman Act tying claims and analogous state law claims of the Settlement Class members, and any other claims that could have been brought, whether pleaded or not pleaded, based on or arising out of the facts set forth in the First Amended Complaint. Within 30 days of execution of this Settlement Agreement, the Parties will move for preliminary approval of the settlement.

4. After preliminary approval, a notice program, including notice and subsequent administration, consistent with due process and the Court's order, paid for by BHN, will go out. Current customers will receive notice in one of their monthly BHN statements or similar means. Former customers will receive notice by publication in USA Today and Parade Magazine, one time each. Except for publication on the websites of the Plaintiff's attorneys or a retained class settlement administrator, neither party will provide notice outside of this notice program.

5. All putative class members shall have the right to opt-out of the Settlement Class.

6. Either party shall have the right to terminate the settlement if the number of opt-outs of the Settlement Class exceeds five percent (5%) of current BHN digital subscribers, by providing written notice to opposing counsel of the intent to do so within 30 days of the opt-out deadline.

7. Consideration for the Settlement Class will be as follows:

- a. This agreement shall remain in effect until September 1, 2018.
- b. BHN will clarify its policies and marketing with respect to the lease of set-top boxes and use of third-party set-top boxes on its system in order to facilitate competition in the set-top box market. For at least the term of this agreement, any BHN subscriber may purchase a certified set-top box from a third party retailer, and BHN will allow such boxes to receive the full suite of BHN services to which

the customer subscribes to the extent that the device is certified for and technically capable of doing so. Exhibit A includes an exemplary list of retail set-top boxes currently believed by BHN to be certified and technically capable of receiving some or all BHN services. BHN will make clear disclosures on its website and in its annual customer notices stating that customers are free to use certified third-party set-top boxes.

- c. Notwithstanding anything in paragraph 8b. above, BHN will have no obligation to support or facilitate the use of any set-top box that is stolen, has been misappropriated from BHN or any other cable operator, is not certified (*i.e.*, officially listed as having passed the applicable CableLabs certification test suite), or is otherwise not legitimate or is not technically compatible with BHN's system. Examples of such equipment include, but are not limited to, stolen boxes for sale on Internet websites such as ebay or Craig's List, foreign equipment not commonly used in the United States, boxes that are the property of BHN or some other cable operator that a customer failed to return on a prior account, black market or gray market equipment, obsolete or un-updated equipment, and equipment not generally meeting current applicable technical standards for unidirectional cable products ("UDCPs") or for the Open Cable Application Platform ("OCAP") and OCAP Hosts. Any action taken by BHN in conformance with changes to applicable law or regulation or technical standards as a result of action by Congress, the Federal Communications Commission ("FCC"), or the courts will not constitute a breach of this agreement.

- d. While not assuming liability for the design or performance of third-party equipment or associated software, BHN will cooperate with interested manufacturers of certified set-top boxes to provide reasonable technical information needed to permit those third party set-top boxes to operate on its system.
- e. BHN will provide notice of the above provisions to the public and to set-top box manufacturers via its website. BHN will provide access to the OCAP standard to any interested party, which standard currently allows third-party equipment to work on BHN's systems when paired with a BHN CableCARD. BHN will allow subscribers who bring their own certified third-party equipment to self-install a BHN CableCARD free of any CableCARD installation charges.
- f. In markets with switched digital video, BHN will offer such tuning adapters as are available for use with compatible third-party equipment, to the extent necessary to receive switched digital services, for at least the term of this Agreement.

8. In addition to any other discounts and rebates of any kind, current subscribers who are in good financial standing and who make their election of service within 180 days of notice will receive a credit to their account of \$30.00, which can be applied toward additional programming or services as follows:

- i. Minimum of four months of Epix, if the customer does not already subscribe to Epix, or
- ii. Minimum four months of HD Pack, if the customer does not already subscribe to HD Pack.
- iii. For customers who currently receive both Epix and HD Pack, minimum

two months of the Movie Pack; or

iv. Minimum two months of the Sports Pack.

v. For customers who currently receive all of Epix, HD Pack, the Movie Pack, and the Sports Pack, such customers may choose the Starz service.

9. Former customers will be able to receive, on a claims-made basis, a cash payment of \$20. Claims will require the customer's service address, name as it appeared on the account, and approximate dates of service.

10. Neither Plaintiff, the class, nor Plaintiff's Counsel will be responsible for the costs of notice and administration.

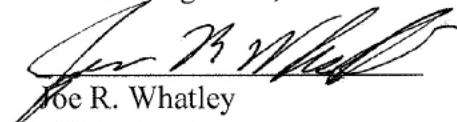
11. Nothing herein constitutes an admission of liability or may be used in any way in any other proceeding.

12. The Parties agree to stay all further proceedings in this matter pending final approval of the settlement.

13. After the above agreement in principal was reached, the Parties negotiated attorney fees and litigation costs to be paid by BHN in the amount of \$3,700,000.

14. BHN shall also pay an incentive award for the named Plaintiff class representative in the amount of \$5,000.00.

Dated: August 11, 2014



Joe R. Whatley  
W. Tucker Brown  
**WHATLEY KALLAS, LLP**  
2001 Park Place North  
1000 Park Place Tower  
Birmingham, AL 35203  
Tel: (205) 488-1200  
Fax: (800) 922-4851

Brian M. Clark  
Dennis Pantazis  
**WIGGINS, CHILDS, QUINN & PANTAZIS, LLC**  
The Kress Building  
301 19th Street North  
Birmingham, AL 35203  
Telephone: 205-314-0500

Richard P. Rouco  
**QUINN, CONNOR, WEAVER, DAVIES & ROUCO**  
2700 Highway 280 East, Suite 380  
Birmingham, AL 35203  
Telephone: (205) 870-9989

*Attorneys for Plaintiff Karen Ann Ishee Parsons*



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Bruce D. Sokler (pro hac vice)  
Robert G. Kidwell (pro hac vice)  
**MINTZ, LEVIN, COHN, FERRIS, GLOVSKY AND POPEO, P.C.**  
701 Pennsylvania Ave., NW, Suite 900  
Washington, DC 20004  
Telephone: (202) 434-7303  
Facsimile: (202) 434-7400  
E-mail: bdsokler@mintz.com  
E-mail: rgkidwell@mintz.com

Samuel H. Franklin  
Wesley B. Gilchrist  
**Lightfoot, Franklin, & White, LLC**  
400 20th Street North  
Birmingham, Alabama 35203  
Telephone: (205) 581-0712  
Facsimile: (205) 581-0799

*Attorneys for Defendant Bright House Networks LLC*



EXHIBIT A TO SETTLEMENT AGREEMENT

Examples of Set-Top Boxes:

Tivo Premiere  
Tivo Premiere XL  
Tivo Premiere 4  
Tivo Premiere XL4  
Tivo Premiere Elite  
Tivo Roamio  
Tivo Roamio Plus  
Tivo Roamio Pro